



**CITY COUNCIL
ATLANTA, GEORGIA**

04- p -2245

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING RENEWAL AGREEMENT NUMBER 4 WITH NORTHROP GRUMMAN COMMERCIAL SYSTEMS, INC., FOR THE CITY OF ATLANTA'S CITYWIDE RADIO SYSTEM MAINTENANCE AGREEMENT FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$2,450,309 WITH THE OPTION TO RENEW SAID AGREEMENT FOR ONE (1) ADDITIONAL YEAR WITH FIRM, FIXED RATES ANNUALLY; ALL COST TO BE PAID FROM THE APPROPRIATE FUND, ACCOUNT AND CENTER NUMBERS 1A01-523001-T51013 (SERVICE, REPAIR AND MAINTENANCE-NON-DEPARTMENTAL ACCOUNT), 2H21-523001-R2E01219999 (AVIATION-SERVICE, REPAIR AND MAINTENANCE-MIS ACCOUNT), 2J01-523001-Q64001 (WATERSHED-SERVICE, REPAIR AND MAINTENANCE-PLANT MAINTENANCE ACCOUNT), 2J01-523001-Q30001 (WATERSHED-SERVICE, REPAIR AND MAINTENANCE-TREATMENT COLLECTION ACCOUNT), 2P01-523001-T31001 (SOLID WASTE-SERVICE, REPAIR AND MAINTENANCE-UNALLOCATED ACCOUNT), 3P02-523001-D45K01109999 (TRUST-SERVICE, REPAIR AND MAINTENANCE-RESTRICTED RESERVE E-911 ACCOUNT) AND 3P02-524001-D45K01109999 (TRUST CONSULTANT/E-911-RESTRICTED RESERVE ACCOUNT) IN AMOUNTS PROVIDED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, on or about January 16, 1994, the City of Atlanta ("City") selected Northrop Grumman Corporation (formerly known as "TRW") to serve as the general contractor to design, construct, and install an integrated communications system for the City; and

WHEREAS, the City and Northrop Grumman Commercial Systems, Inc., Inc., have in existence a maintenance agreement relating to the Citywide Radio System (the "Northrop Grumman ACRS Maintenance Agreement"), and Northrop Grumman Commercial Systems, Inc., Inc. has been providing support and maintenance to the City pursuant to various terms and conditions under that agreement; and

WHEREAS, since 1997 Northrop Grumman Commercial Systems, Inc., Inc., has served as the City's point of contact for all technical issues regarding the E-911 Emergency Communications Center data systems that were provided under the original Northrop Grumman Commercial Systems, Inc., ACRS contract; and

WHEREAS, effective maintenance of a large, integrated system requires a thorough knowledge of the subsystem to support daily operation and, in the event of system outage, the capability to quickly and accurately diagnose problems and deploy the appropriate resources to effect repairs; and

WHEREAS, over the past few years, Northrop Grumman Commercial Systems, Inc., Inc., has developed and maintained a good working relationship with the City technical service providers, gained an in-depth understanding of the subsystems and their interfaces, and is qualified to perform maintenance for these systems; and



WHEREAS, Northrop Grumman Commercial Systems, Inc. will continue its existing approach for maintenance and technical support of ACRS and other system components in order to ensure reliable operation of the systems at all times including the obligations set forth in the agreement in the scope of work; and

WHEREAS, the City needs to maintain the Atlanta Citywide Radio System to deliver the aforementioned services in the future; and

WHEREAS, the Northrop Grumman Commercial Systems, Inc. ACRS Maintenance Agreement includes five (5) one-year renewal options, three (3) of which have already been exercised by the City and the City would benefit from renewing the Northrop Grumman Commercial Systems, Inc. ACRS Maintenance Agreement for the fourth period of one (1) year with the remaining option to renew the agreement for one (1) additional one (1) year term; and

WHEREAS, the Department of Information Technology has recommended that this transaction is in the best interest of the City.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HAS THEREFORE RESOLVED AS FOLLOWS:

SECTION 1: That the Mayor is hereby authorized to execute an appropriate contractual agreement on behalf of the City for Renewal Number 4 to the existing Maintenance Agreement with Northrop Grumman Commercial Systems, Inc., beginning January 1, 2005 through, and including December 31, 2005 for an annual maintenance cost not to exceed Two Million, Four Hundred Fifty Thousand, Three Hundred Nine and NO/100 Dollars (\$2,450,309.00).

SECTION 2 That the Northrop Grumman Commercial Systems, Inc., ACRS Maintenance Agreement shall be renewed for a period of one (1) year with the City's option to renew said agreement for of one (1) additional one (1) year term through, and including December 31, 2006, with firm fixed prices for each such annual term pursuant to Northrop Grumman Commercial Systems, Inc., Statement of Work dated August 17, 2001 and as revised on October 18, 2004. Renewal Agreement number 4 and each renewal thereafter shall be subject to and expressly contingent upon the City's appropriations of sufficient funds to support each renewal term.

SECTION 3 That Renewal Agreement Number 4 with Northrop Grumman Commercial Systems, Inc., shall not become binding upon the City and the City shall incur no obligation upon the same until such agreement has been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk, and delivered to the contracting party.

SECTION 4 That cost associated with this transaction shall be charged to and paid from the following: General Fund, Fund, Account and Center Number 1A01-523001-T51013 (Service, Repair and Maintenance-Non-Departmental Account) in an amount not to exceed \$1,306,667; the following Enterprise Funds, Fund, Account and Center Numbers 2H21-523001-R2E01219999 (Aviation-Service, Repair and



Maintenance-MIS Account) in an amount not to exceed \$250,053; 2J01-523001-Q64001 (Watershed-Service, Repair and Maintenance-Plant Maintenance Account) in an amount not to exceed \$185,223; 2J01-523001-Q30001 (Watershed-Service, Repair and Maintenance-Treatment Collection Account) in an amount not to exceed \$231,529; 2P01-523001-T31001 (Solid Waste-Service, Repair and Maintenance-Unallocated Account) in an amount not to exceed \$147,337 and the following Trust Fund, Fund, Account and Center Numbers 3P02-523001-D45K01109999 (Trust-Service, Repair and Maintenance-Restricted Reserve E-911 Account) in an amount not to exceed \$180,000; 3P02-524001-D45K01109999 (Trust Consultant/E-911-Restricted Reserve Account), in an amount not to exceed \$149,500.

A true copy,

Thanda Daughlin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

Jan 03, 2005
Jan 10, 2005

Renewal Agreement Number 4 Between City of Atlanta and Northrop Grumman Corporation for Citywide Radio Maintenance Services

This maintenance agreement dated as of January 1, 2005 is between the City of Atlanta, a municipal corporation within the State of Georgia (hereinafter "Buyer" or "City") and Northrop Grumman Commercial Systems, Inc., a corporation organized in the State of Delaware, U.S.A., acting through its State and Local Public Safety Solutions operating unit, with offices at 12011 Sunset Hills Rd., Reston, Virginia, U.S.A. 20190 (hereinafter "Seller" or "Contractor"), and authorized to transact business within the State of Georgia.

WHEREAS, Seller is in the business of maintaining hardware, writing, designing and analyzing computer programs and rendering consulting and maintenance services relative thereto; and

WHEREAS, Buyer has purchased hardware and computer programs from Seller for use in its business for which it requires program maintenance and program diagnostic services in relation thereto; and

WHEREAS, Seller has agreed to perform such services and render assistance to Buyer to the extent and in the manner hereinafter set forth; and

WHEREAS, pursuant to City Resolution 05-R- , the Mayor is authorized to execute an appropriate agreement on behalf of the Buyer for Renewal Number 4 to the existing agreement with Seller for Citywide radio maintenance, beginning January 1, 2005 to, through and including December 31, 2005, a copy of which Ordinance is attached hereto, incorporated herein by this reference and made a part of this Agreement as Exhibit "A."

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Maintenance Services.

(a) Remedial Maintenance. Seller agrees to maintain in good operating condition the Hardware and Software described on Schedule A, the Statement of Work (and such additional Hardware and Software as may be added to Schedule A by written agreement of both parties) and to correct such Hardware and Software in a manner as may be mutually agreed upon by the parties hereto. Service includes labor and parts to repair equipment that has become defective through normal wear and usage.

Seller personnel shall furnish such Maintenance Services and will be responsive to Buyer's maintenance requirements within the time frame specified in Schedule A, Statement of Work

(b) Software Updates. Seller agrees to provide Buyer with any new releases of the Software containing corrections or enhancements as specified in Schedule A.

(c) Support. Seller agrees to provide telephone and on-site user support as specified in Schedule A, the Statement of Work dated August 17, 2001 and revised October 18, 2004.

(d) Correction Time. Maintenance Services for the Hardware and Software Systems hereunder shall conform to the time frames established in the Statement of Work.

(e) Costs. In providing the hardware and software Maintenance Services specified herein, Seller shall bear all costs and expenses including travel, labor, parts and service expenses, except additional costs caused by negligence and/or misuse by the Buyer of the hardware and the alteration of any software by Licensee, unless such alteration has been approved by Seller in writing. This is a firm fixed price agreement. Buyer's total compensation to Seller for such services rendered within the Renewal Agreement Number 4 shall not exceed the sum of \$2,450,309.00.

(f) Excluded Services. The following items are excluded from coverage: consumables and their installation; repairing Hardware and Software unrelated to and/or not included in Schedule A, the Statement of Work; Equipment damaged by accidents, physical or electronic misuse, acts of God, or other casualty; and damage caused by environmental conditions not conforming to Equipment specifications. Seller will provide service for non-covered repairs at its option and at rates to be negotiated between Buyer and Seller.

(g) Non-Appropriation.

Notwithstanding anything contained in this Agreement to the contrary, Buyer is obligated only to pay such compensation or other amounts due under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Buyer's then current fiscal year.

a. This Agreement shall terminate absolutely and without further obligation on the part of Buyer at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which this Agreement may be renewed .

b. This Agreement states Buyer's total obligation to Seller for the calendar year of execution of this Agreement and further states the total obligation which will be incurred by Buyer in any renewal term.

c. Notwithstanding anything contained in this Agreement, Buyer's obligation to pay compensation or other amounts due under this Agreement shall be subject to Buyer's annual appropriations of funds for the services procured under this Agreement by Buyer's governing body and such obligation shall not constitute a pledge of Buyer's full faith and credit within the meaning of any constitutional debt limitation.

d. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated by Buyer to support continuation of this Agreement during the calendar year of execution, the original term or for any renewal term, this Agreement shall terminate absolutely and without any further obligation on Buyer's part whatsoever. Buyer shall give Seller notice of such termination for Non-Appropriation at least 90 days prior to the end of the then current original term or renewal term.

2. Buyer's Responsibilities.

(a) Buyer Personnel. Buyer shall provide and designate appropriate, knowledgeable

personnel on its staff who shall be available to Seller, as Seller may reasonably request, for information, consultation, and advice, at no expense to Seller. Buyer shall also designate one or more appropriate and knowledgeable persons who shall work with Seller personnel to assure the expeditious execution of the work called for herein. These persons shall be empowered to request modifications or alterations of the services performed and shall be the person(s) to whom any communications relating to this Agreement and any performance hereunder may be directed.

(b) Inspection and Review. Following the completion of any maintenance services on software by Seller, Buyer shall participate in acceptance testing to verify acceptability of changes and continued stability of the system and provide formal acceptance of changes made at completion of such tests.

(c) Access to Hardware. Buyer shall allow Seller full and free access to the Hardware and Software 24 hours per day seven days per week. As a part of providing services hereunder, Seller may make modifications to the Software covered by this Agreement without additional cost to Buyer, provided however, that such modifications shall not affect the operation of any of the functions currently performed by the Software, and provided that such modifications shall not adversely impact any other use of the Hardware by Buyer.

(d) Repair of Hardware and Software. Except as provided in this Agreement, Buyer agrees not to repair or have repaired any faults or make any modifications or enhancements to Hardware and Software by personnel other than those employed by Seller unless Buyer has properly repaired such faults or made such modifications in accordance with the procedures or instructions previously approved in writing by Seller and said repairs or modifications shall be performed in accordance with such approval.

If Hardware cannot be repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, Seller, upon thirty (30) days prior written notice to Buyer, may either (1) remove such Hardware from this Agreement or (2) increase the price to service such Hardware.

(e) Non-Authorized Alterations. If Buyer causes any alterations to be made to the Hardware and Software, except (i) in the manner specified in Paragraph 2(d) or (ii) such alteration(s) made necessary as a result of Seller's breach of any provision contained in the Agreement, Seller may, at its sole discretion, select one of the following remedies:

- (1) Upon written agreement with Buyer, modify the affected Hardware and Software so as to return same to its original condition and charge Buyer an amount equal to the number of hours required to accomplish such modification remedies.
- (2) Upon written agreement with Buyer, add to the Annual Charge an additional cost for the continuance of Maintenance Services relating to the affected Hardware and Software for the remaining term of this Agreement.
- (3) Exclude all affected Hardware and Software from the terms and conditions of this Agreement with an appropriate reduction in the Annual Charges as set forth in this Agreement.
- (4) Include the affected Hardware and Software in the list of Software contained on Schedule A under the terms and conditions and for the charges stated in this Agreement.

3. Period of Service.

The Principal Period of Service shall be January 1, 2005 - December 31, 2005.

4. Term.

This Agreement shall be effective on the Date of January 1, 2005 between the parties (the "Commencement Date"), and shall continue through December 31, 2005 exercised annually as two (2) one year options by the Buyer subject to the approval of the governing body of the City and in accordance with City Resolution 05-R- . Option years shall be exercised by Buyer not later than sixty (60) calendar days prior to the then current expiration date of the service period.

5. Compensation.

Buyer agrees to pay Seller the Annual Charge payable under this Agreement in one single installment on or about April 1, 2005 or within thirty (30) calendar days of receipt of Seller's invoice, whichever is later. Except as otherwise specified herein, if this Agreement is subsequently renewed, the compensation shall be payable in advance on or about April 1 of each year and shall be sent to the address of Seller or as otherwise directed by Seller in writing. Charges for Maintenance Services provided outside the principal Period of Service shall be at the option prices identified in the pricing schedule.

6. Default.

(a) Seller may withhold services due under this Agreement in the event any payment due from Buyer is more than 30 days delinquent without justification. Seller may terminate this Agreement if Buyer fails, without justification, to pay any amount due within 15 days after notice to Buyer that the same is thirty (30) days or more delinquent.

(b) In the event of default by either party, the other party shall also pay all reasonable expenses incurred by the non-defaulting party in pursuing its remedies, including reasonable attorney's fees.

7. Termination for Convenience. Notwithstanding anything contained herein, Buyer may terminate this Agreement for its convenience upon thirty (30) days prior written notice to Seller specifying the effective date of such termination. Upon termination for convenience, Seller shall refund to Buyer or reimburse Buyer that portion of the compensation previously paid by Buyer for the months then remaining on a prorated basis under the existing term of this Agreement less Seller's reasonable unrecoverable costs for that prorated time period.

8. Ownership of Data, Software Programs, and Documentation.

All Software, Additional Software, Documentation, Additional Documentation, data files, etc.

- (a) if developed by Seller, shall be and remain the sole property of Seller;
(e.g. (e.g. PSSI CAD Response software)

(b) if developed by Buyer shall be and remain the sole property of Buyer;

(c) if developed jointly by Seller and Buyer, shall be the property of Seller, and Buyer shall have a non-exclusive, irrevocable, and royalty free license to use, copy, modify and sublicense such Software, Additional Software, Documentation and Additional Documentation (e.g. AFIRS RMS software).

9. Personnel.

The personnel assigned by Seller to perform Maintenance Services for Buyer under the terms of this Agreement will be qualified to perform their assigned duties, and Seller reserves the right to determine which of its personnel shall be assigned to any particular project and to replace or reassign such personnel during a project as it, in its sole discretion, may see fit. Seller assumes responsibility for its personnel providing services hereunder and will make all deductions for Social Security and withholding taxes all contributions to unemployment compensation funds and shall maintain workmen's compensation and liability insurance for each of them.

10. Excusable Delays.

If Seller shall be delayed or prevented from performing this Agreement by reason of any cause beyond its reasonable control, such as but not limited to, strikes, labor troubles, storms, war emergencies, fires, flood, water damage, acts of God or Government, or other similar circumstances, such delay shall be excused during the continuance of and to the extent of such causes and the period for performance shall be extended to such extent as may be necessary to enable Seller to perform after the cause of delay has been removed.

11. Confidentiality.

All written information submitted by either party to the other in connection with services performed or data and procedures available under this Agreement which are identified as proprietary information by the submitting party will be safe-guarded and held confidential by the party to which it is submitted to the extent permitted by the laws of the State of Georgia. If such data is publicly available or is rightfully obtained by either party from third parties, said receiving party shall bear no responsibility for its disclosure, inadvertent or otherwise.

12. Patents.

Seller indemnifies Buyer against all actions, claims, demands, costs, charges, and expenses arising from or incurred by reason of any infringement or alleged infringement of United States letters patent, design, or copyright, by use of any products supplied by Seller but such indemnity shall not cover any use of products other than for the purpose indicated by or reasonably to be inferred from this Agreement or to any infringement which is due to use of any products in association or combination with any other products not supplied by Seller.

Except as otherwise provided in the preceding sentence, Seller shall defend or settle at its own expense any claim, suit or proceeding brought against Buyer insofar as it is based on a claim that the product or any part thereof furnished under this Contract constitutes an infringement of a US patent, US copyright or trade secret rights of any third party located in the US, so long as Seller is notified promptly in writing by Buyer as to any such action and is full authority, information and assistance (at Seller's expense) for defense or settlement

thereof. Seller shall pay all damages, costs and expenses finally awarded to third parties against Buyer but shall not be responsible for any compromise made without its consent or for Buyer's expenses incurred without Seller's written authorization. If Seller receives notice of alleged infringement of product or any part thereof and use of said product is enjoined, the Seller shall at his option, either procure for Buyer the right to continue using the product or modify or replace the same so that it is no longer infringing. In the event that none of the above options are reasonably available, Buyer's sole and exclusive remedy shall be to terminate this contract, to cease using the product and return it to Seller and to obtain from Seller a full refund of paid purchase price thereof.

The foregoing indemnity shall not apply to products or parts thereof made to specification or design of Buyer, or to any claim of patent infringement which is based upon combination of any part of products with other equipment, except equipment acquired from Seller.

13. Taxes.

Prices specified herein exclude all applicable state, federal or local taxes. It is understood no taxes shall become due under the performance of this contract since the City of Atlanta is a tax exempt entity. Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to price, sale, or delivery of any product or service furnished hereunder, not covered by this exemption.

14. Limitation.

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT, Seller MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Seller shall not be liable for any damages caused by delay in rendering any performance hereunder arising from any cause beyond the reasonable control of Seller, or as a result of strikes or work stoppage.

(c) Seller shall in no event be liable for any incidental, special, or consequential damages.

(d) In no event shall Seller's liability for any services performed hereunder exceed the amount of the total compensation paid by Buyer for the present year's service under this Agreement. Services performed by Seller under this Agreement shall be considered to have been accepted by Buyer unless proof of claim is made to Seller, in writing, no later than thirty (30) days after the date of performance by Seller or after the problem is discovered, whichever is later.

15. Indemnification.

Seller agrees to and hereby indemnifies and holds Buyer harmless from and against any and all liabilities which may accrue against Buyer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Seller's negligence or recklessness or that of Seller's officers, agents, employees, subcontractors, or persons working on Seller's behalf and performing any services under this Agreement and against any and all claims for non-payment of Seller's subcontractors performing under this Agreement. Seller's obligation to indemnify and hold harmless the Buyer shall not exceed the amount of the total compensation paid by Buyer to Seller for the present year's service under this Agreement.

16. Changes In Work.

It is mutually agreed that changes in plans, quantities, or details of the work as specified in the Statement of Work, attached hereto as Schedule A, may be necessary or desirable during the course of the work. The City may either increase or decrease the amount of work to be performed under the Contract.

In the event there are changes or extra work of a class not covered by the prices included in the Contract documents, the price of the work and the basis of payment shall be agreed upon and approved in writing by the duly authorized representatives of the parties before the work is done.

17. Changes In Work

If the Seller is delayed by any actions of the Buyer, the Buyer's authorized representative(s), or any other employee or agent of the Buyer, or by separate contractor employed by the Buyer, the Seller shall submit a written notification of the delay to the Buyer within ten working days of the delay. This notice shall state the causes of the potential delay, the project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within ten working days after the cause of the delay has been mitigated, or within no more than 30 days after the initial notice, the Seller shall submit to the Buyer a complete and detailed request for an equitable adjustment to the Contract price and any additional time resulting from the delay.

18. Disputes.

A. Any dispute concerning performance of the Contract shall be decided by the City contract administrator who shall render his or her decision in writing and serve a copy on the contractor. The decision of the Contract Administrator shall be final and conclusive unless within thirty (30) days from the date of service of such decision the contractor files with the Contract Administrator a notice of its demand for non-binding mediation.

B. Seller and Buyer will attempt to settle on behalf of either party any unresolved claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Seller and Buyer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party will unreasonably withhold consent to the selection of a mediator, and Seller and Buyer will share the cost of the mediation equally. The parties may also replace mediation with some other form of non-binding alternative dispute resolution procedure.

C. Any dispute that cannot be resolved between the parties through negotiation or mediation within ninety (90) days after the date of the initial demand for non-binding mediation may then be submitted by either party to a court of competent jurisdiction in the State of Georgia, Fulton County. Each party consents to jurisdiction over it by such a court.

19. Inspection Of Work Performed.

The City's authorized representative(s) shall, at all reasonable times, have the right to enter onto Contractor's premises, or such other places where duties under the contract are being performed, to reasonably inspect, monitor, or otherwise evaluate the quality, appropriateness and timeliness of work being performed. The contractor and any subcontractors must provide reasonable access to all facilities and assistance. All inspections and evaluation shall be performed in such a manner as will not unduly delay work.

20. Subcontracts.

The contractor is fully responsible for all work performed under the contract.

The Contractor may, with the consent of the City, enter into written subcontracts for performance of certain of its functions under the contract. The Contractor is required to name any and all subcontractors which it intends to use and specify their role and responsibility in the project.

No subcontract which the contractor enters into with respect to performance under the Contract shall in any way relieve the Contractor of any responsibility for performance of its duties.

The Contractor shall give the City Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or Seller which in the opinion of the Contractor may result in litigation related in any way to the Contract or the City.

The Contractor shall in good faith attempt to employ minority and female business enterprises pursuant to the requirements set forth by this City for this Agreement.

21. Equal Employment Opportunity.

During the entire term of this Agreement or any Renewal or extension hereof, Seller shall adhere to the provisions of the Buyer's Equal Employment Opportunity Ordinance, Atlanta Code of Ordinances Section 2-1200 and 2-1414.

22. City Furnished Equipment, Support and Data.

The City of Atlanta shall furnish to Seller the equipment, support and data described in Schedule A at the times and locations stated therein. The City shall provide such equipment, support and data on time. The items must also be complete and accurate, to the fullest extent Seller will rely on the City's duty to furnish such items on a timely, complete and accurate basis. Failure by the City to perform such duty, shall impact contract performance and shall require an extension of time for such performance.

23. List Of Documents, Exhibits. And Attachments.

The following list of attachments are incorporated and made a part of this Contract:

Schedule A - Statement of Work, dated 8/17/01 and revised 10/18/04
Exhibit A – City Resolution 05-R-
Exhibit B- Insurance Requirements for this Agreement dated 12-19-01
Exhibit C-Minority and Female Business Plan dated August 17, 2001 as revised
10/18/04

If a conflict arises between the terms of this Agreement and any attachments or amendments to this agreement, the order of precedence will be Amendments, this Agreement, Buyer's purchase orders, and Seller's proposal or Statement of Work as attached.

24. Invalidity.

The invalidity of any provision of this Agreement shall not affect the validity of the remainder of any such provision or the remaining provisions of this Agreement.

25. Assignment.

Neither party shall assign or transfer this Agreement without the prior written consent of the other, providing that Buyer may assign or transfer this Agreement to its agent, subsidiary, successor, or affiliate, and Seller may subcontract portions of work to be performed under this Agreement, provided that Seller remains liable for the satisfactory performance of all of the terms of this Agreement.

26. Notices.

Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given to the Buyer and Seller as follows:

If to the Buyer:

Chief Procurement Officer
Department of Purchasing
City of Atlanta
Atlanta City Hall
55 Trinity Avenue, S.W., Suite 1790
Atlanta, Georgia 30335

With concurrent copy to:

Department of Information Technology
City of Atlanta
Atlanta City Hall Tower
55 Trinity Avenue, S. W., Suite 1790
Atlanta, Georgia 30335
Attention: Chief Information Officer

If to Seller:

Northrop Grumman Commercial Systems, Inc.
State & Local Public Safety Solutions
12011 Sunset Hills Rd.,
Reston, Virginia, 20190
Attention: Mark Lowe

27. Entire Agreement.

The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the exhibits and schedules hereto and Buyer's purchase orders, and no waiver, alterations, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the parties.

28. Governing Law.

This Agreement shall be governed by the laws of the State of Georgia.

29. Effect of Agreement.

This Agreement shall not become binding upon Buyer and Buyer shall incur no obligation or liability upon the same unless and until this Agreement has been approved as to form by the City Attorney, duly executed by the Mayor, sealed by the Municipal Clerk, and delivered to the Seller.

END OF TERMS AND CONDITIONS, SIGNATURE PAGE FOLLOWS NEXT.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.

ATTEST: **Northrop Grumman Commercial Systems, Inc.**

(Corporate Seal) By: Mark D. Lowe
Title: Contracts Manager,
Commercial Systems, Inc.
State & Local Public Safety Solutions

ATTEST: **BY BUYER CITY OF ATLANTA**

Municipal Clerk (City Seal) Mayor

RECOMMENDED: **RECOMMENDED:**

Chief Information Officer Chief Operating Officer

RECOMMENDED: **APPROVED:**

Chief Procurement Officer Chief Financial Officer

APPROVED AS TO FORM:

Sr. Assistant City Attorney

Schedule A
CITY OF ATLANTA
CITYWIDE RADIO SYSTEM
MAINTENANCE CONTRACT

Northrop Grumman Statement of Work

August 17, 2001

Revised October 18, 2004

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Background

Since January 1997, Northrop Grumman has served as the City of Atlanta's single point of contact for all technical issues regarding the E911 Emergency Communications Center data systems that were provided under the Atlanta Citywide Radio System (ACRS) contract. In addition, Northrop Grumman has implemented and maintained the Police and Fire Department's Incident Reporting data systems. Northrop Grumman has provided support in system operation, maintenance, system/software upgrades, 24 hour x 7day emergency and non-emergency repair, system status, and general engineering support. Our commitment to maintain an excellent service record for these systems has enabled the City's Police and Fire Department managers to focus on the more critical task of serving the citizens of Atlanta with unparalleled public safety response.

The City's original RFP for the ACRS suggests the purpose and goal for a Systems Integrator:

"The City is not interested in a series of independent systems. Successful, robust integration of the various components is the key objective of this effort."

Effective maintenance of large, integrated systems requires a thorough knowledge of the subsystems to support daily operation and, in the event of system outage, the capability to quickly and accurately diagnose the problem and deploy the appropriate resources to effect repair. Over the last five years, the Northrop Grumman team has developed and maintained an excellent working relationship with the City's technical service providers, gained an in-depth understanding of the subsystems and their interfaces, and is uniquely qualified to perform the maintenance role for these critical public safety systems.

Computer Aided Dispatch (CAD)

The CAD system has proven to be extremely reliable in its current configuration. As the CAD requirements and technologies evolve, Northrop Grumman works closely with Atlanta Police Department (APD), Atlanta Fire Department (AFD), and Business Management Information Systems (BMIS) to extend the system's capabilities, while ensuring full functionality of the CAD system. The CAD system includes redundant servers and server software and databases, serial and networks cabling, remote communications hardware, master time synchronization, and several classes of user workstation hardware and software. The CAD system and associated workstations have been upgraded as follows:

- Upgrade CAD Servers from HP-3000-928 to HP-3000-929 (1999)
- Y2K software upgrades for servers and workstations (1999)
- Network upgrade for CAD and one hundred and ten (110) workstations connected to CAD (2001)
- GUI upgrade to all workstations (2001)
- Replace obsolete line printer (2002)
- Replace all CAD workstations (2001-2002)

Voice Logging Recorders

Northrop Grumman specified, procured and installed the APD and AFD logging and playback recorder systems in 2000. The systems are comprised of the AudioLog 32 channel digital voice recorders, which archive to DVD-RAM, covering 320 channels. Four reproducer workstations are also included to produce audiotapes and Compact Disk (CD) of recorded calls.

Video/Audio System

Northrop Grumman specified, procured and installed video and audio equipment as part of the dispatch centers and the Emergency Operations Center (EOC). Specifically, Northrop Grumman installed video monitors in the AFD and APD call taking and dispatch centers, the observation room and the EOC as discussed below. Northrop Grumman also installed the audio system in the observation room so that visitors may listen to police dispatch radio transmissions. Northrop Grumman has performed extensive work evaluating, procuring, installing and enhancing these state-of-the-art systems, and has a unique knowledge of the cable plant for the centers. Northrop Grumman upgraded the projectors system in 2000.

Joint Operations Center (JOC)

The EOC was designed by Northrop Grumman, using Northrop Grumman's unparalleled knowledge gained from years of experience in building military command and control systems and centers. The EOC contains advanced video switching, multiple video feeds, large-screen technology, remote control and other high-technology audio/visual equipment, which requires active routine maintenance. Northrop Grumman built this center specifically to allow for quick reconfiguration to support the City's emergency management and special events needs. In addition Northrop Grumman provides engineering support as required to configure the center to cover special events.

AFD Records Management System

Northrop Grumman replaced the AFD Fire Incident Reporting System (AFIRS) in 2001 with the Emergency Management-Base Records System (EMBRs) designed to provide critical equipment, battalion and division-level response and planning information to the AFD. EMBRS also provides a report package, which meets the National Fire Information Reporting System requirements for incident reporting to the National Fire Information Council. Northrop Grumman specified, procured and installed the hardware and software to support this system. In 1998, Northrop Grumman assisted the City in the connection of all AFD Headquarters, Battalion, and Fire Stations to the City WAN. In 2001, Northrop Grumman began providing hardware and software maintenance support for the AFIRS/EMBERS servers and associated local and remote workstations.

AFD Hydrant WEB Application

In 2001, AFD and Northrop Grumman jointly developed a WEB based Fire Hydrant application to track the inspection and repair of all hydrants in the City. Northrop Grumman provided System Administration for the Internet Information Server (IIS) as well as software and hardware maintenance for the application.

APD Records Management System

In 2001, Northrop Grumman procured and installed Incident/Crime Information System (ICIS) for APD due to planned obsolescence of the then current software provided by the vendor. Northrop Grumman continues to provide System Administration, Hardware Maintenance, and Software Maintenance for the ICIS Server.

Mobile Data Computing (MDC)

In 2001, the City accepted the MDC project and the maintenance responsibility was transferred to the existing Northrop Grumman ACRS Maintenance contract. Northrop Grumman provides System Administration, Hardware Maintenance (Dell PoliceWorks Server, Message Switch PC, Criminal Justice Information System [CJIS] Interface PC, and Image Server), and Software Maintenance (PoliceWorks Server Application, PoliceWorks Client Application, Message Switch, CJIS Interface, and Image Server Application).

Security/Access System

The Access Control system for the ECC facility is a Cardkey swipe badge system comprised of nine controller units and associated door controls.

Philosophy

This section defines Northrop Grumman's approach for system maintenance and technical support of the ECC data systems.

Northrop Grumman will continue our existing approach for maintenance and technical support of the identified ACRS and other system components, in order to ensure reliable operation of the systems at all times. Key features include:

- 7-day/24-hour major systems corrective maintenance; single point of contact for system repair
- On-site maintenance and technical support during normal office hours, 8AM – 5PM, M-F.
- Technical support as requested to solve routine problems and evaluate and implement new capabilities.
- Tracking of inventory and repairs
- Management of service contracts with key subsystem suppliers/vendors

Northrop Grumman will assign trained and experienced staff to be on-call at all times to field and respond to all maintenance requests. Depending on the nature of the request, the Northrop Grumman personnel on-call will take one or more of the following actions:

- Attempt to provide immediate diagnosis and corrective action
- Contact the appropriate subsystem or equipment vendor to arrange and coordinate appropriate corrective action
- Notify designated personnel and/or organization of the situation and corrective measures taken.

This maintenance proposal includes five full-time, on-site Northrop Grumman engineers and technicians to support this maintenance effort and to give the City additional value-added engineering resources when required. Northrop Grumman will augment our maintenance staff by initiating and maintaining subcontract agreements with the original equipment/system manufacturers. This approach to maintenance has proven to provide the most effective and economical means of support of these critical systems.

Proposed Roles and Responsibilities

This section documents the responsibilities Northrop Grumman will assume under the maintenance contract for each subsystem. Northrop Grumman will provide a maximum of four-hour response/repair for all critical items, and four-hour response, next business day repair for non-critical items. A Northrop Grumman engineer is on call 24 hours per day, seven days per week, via nationwide pager.

E-911

Northrop Grumman will continue to maintain the dispatch-side Instant Recall Recorders (Zetron units). These responsibilities are priced under the "Facilities" heading on the pricing breakdown sheets, attached. Northrop Grumman's proposal excludes Northrop Grumman from any responsibility for the E-911 telephone system.

CAD Maintenance

CAD

Northrop Grumman coordinates closely with APD, AFD, and BMIS to ensure full functionality of the CAD system. Northrop Grumman will continue all CAD system maintenance and repair under this five-year maintenance contract, including four-hour response for critical problems in the CAD HP servers hardware, operating system and database, PSSI software, and network and desktop systems, on a 24 hour x 7-day basis. Northrop Grumman will provide remote assistance directly to PSSI for application design and application software operation. Northrop Grumman will maintain those PC workstations that;

- 1.) Were procured on the original ACRS contract, Northrop Grumman ACRS Maintenance Contract (1997-2001), or this maintenance contract
- 2.) Are attached to CAD, and reside inside the AFD or APD Communications Centers, EOC, AFD Fire Stations, AFD Headquarters, or Communications Training Center.

The City has demonstrated a desire to add additional capabilities to the CAD system, such as adding additional users (airport, remote terminals), addition of EMS dispatch, and the addition of Medical Priority to 911 call takers. As the ACRS system integrator, Northrop Grumman brings unique knowledge and understanding of this system and its capabilities, and understands how best to expand the system to handle the growth of the CAD system. It is imperative for the continued faultless operation of the CAD system that such changes be carefully engineered and integrated into the existing system Northrop Grumman will arrange, coordinate and manage the support required from each of the CAD subcontractors and vendors. Where necessary, Northrop Grumman will solicit quotations and assist the City on determining the correct path forward.

Northrop Grumman will continue to provide hardware and software maintenance, and engineering support for the expansion of the CAD system for the city of Atlanta. Northrop Grumman will be wholly responsible for hardware and software purchasing, licensing, installation, functionality and maintenance for the existing desktop CAD units and the existing CAD communications network.

Specific Northrop Grumman responsibilities are as follows:

- Northrop Grumman will be the point of contact for CAD workstation problems, outage and repair issues. Northrop Grumman will maintain a small cache of spare parts from replaced machines to maintain quality real-time support.
- Northrop Grumman will serve as responsible party for effecting repair in the event of system malfunction or outage.

- Northrop Grumman will provide 24x7 coverage, with four-hour response/four hour repair for critical CAD functions. Northrop Grumman will acquire and maintain appropriate Hewlett Packard and PSSI user and product maintenance.
- Northrop Grumman will maintain the existing CAD serial and network cabling.
- Northrop Grumman will administer the existing local area network for the CAD system.
- Northrop Grumman will support BMIS as needed to maintain the CAD printers.
- Northrop Grumman will provide system and software maintenance for the existing APD and APD RMS servers, server and client software. Northrop Grumman will provide software upgrades/bug fixes to AFD for client (field) RMS software.
- Northrop Grumman will maintain the master clock and cabling from the master time controller to the CAD servers, dispatch and call-taking consoles.

Incident/Crime Information System (ICIS)

Northrop Grumman will maintain the APD ICIS hardware and software, and provide limited technical assistance in exploiting the additional capabilities this system offers. Northrop Grumman will also maintain the APD ICIS server hardware, Operating System software, ICIS Server and Client Software.

Dispatch/JOC Maintenance

Voice Logging Recorders

Northrop Grumman specified, procured and installed the APD and AFD logging and playback recorder systems in 2000. The systems are comprised of the AudioLog 32-channel digital voice recorders, which archive to DVD-RAM, covering 320 channels. Also included are four reproducer stations used to produce audiotapes and Compact Disk (CD) of recorded calls. Northrop Grumman will maintain these systems under this proposed five-year maintenance contract, and will provide 24x7 coverage, with 4-hour response/4-hour repair for this critical function.

Video/Audio System

The City Hall East (CHE) second floor Video/Audio components are comprised of three distinct systems: the EOC A/V system and controller, the Communications Center public address system, and the Observation Room A/V system. Northrop Grumman will maintain all EOC equipment including main floor large-screen and monitor displays, remote and console controller equipment, EOC multimedia PC, Northrop Grumman-supplied video and projector screens in the EOC conference rooms, and the EOC audio systems. Northrop Grumman will maintain the public address sound system hardware and cabling, and the observation room video and audio equipment.

Emergency Operations Center

Northrop Grumman will maintain all Emergency Operations Center audio/visual equipment and will provide engineering support as required to configure the center to cover special events.

Fire RMS Maintenance

Northrop Grumman will maintain the AFD EMBRS hardware and software, and to provide limited technical assistance in exploiting the additional capabilities this system offers. Northrop Grumman will also provide system administration and maintenance for the EMBRS server hardware, forty (40) Client workstations located in AFD remote sites (i.e. Fire Stations), System Operating System, EMBRS Server and Client Software.

Also, Northrop Grumman will provide system administration, hardware maintenance, and software maintenance for the following:

- Extended EMBRS - additional 50 workstations located at AFD Headquarters

- IIS Server, which hosts the AFD hydrant database
- MS Exchange and MS SQL Server

Northrop Grumman will provide four-hour response/four hour repair maintenance for critical items, and four-hour response, next business day repair for non-critical items.

Facilities

Northrop Grumman will maintain the existing security system, including magnetic locks, card readers, exit buttons, server and software, controllers, cabling, and video badging equipment. Northrop Grumman will maintain the Northrop Grumman-installed video security cameras, monitors and wiring. Maintenance of the security system does not include consumable items. Northrop Grumman will maintain the dispatch-side Instant Recall Recorders (Zetron units) and the call-taker headset interface module, which is not an off-the-shelf part. Northrop Grumman will maintain the master clock and cabling from the master time controller to the CAD servers, dispatch and call-taking consoles.

Mobile Data Computing (MDC)

PoliceWorks™ Server

Northrop Grumman has served as the point-of-contact for implementation of electronic field reporting for the Mobile Data Computers. The HTE-UCS, Inc. centralized database application that coordinates the flow of reports from officers in the field through final approval by Central Records staff, is the core of the system. Northrop Grumman will provide all system administration, maintenance, and repair under this five-year maintenance contract, including four-hour response for critical problems in the system hardware, operating system, and HTE-UCS, Inc. software on a 24-hour x 7-day basis.

PoliceWorks™ Client Software

The HTE-UCS, Inc. software that allows creation of electronic field reports on laptop and desktop computers. This currently includes the following numbers of licensed applications: MDT (175), Accident (212), Incident (232), Traffic Citation (212), Vehicle Impound (212), Field Interview (212), and Arrest Citation (212). Northrop Grumman will continue serving as the primary contact for all client software issues between 8am and 5pm, on weekdays, and to provide phone Help Desk support on a 24-hour x 7-day basis. This includes providing all system administration, software maintenance, and software repair. Northrop Grumman will maintain the city of Atlanta's software escrow account with DSI (Fort Knox Escrow) that stores the deployed HTE-UCS Policeworks source code.

MDC Message Switch

Northrop Grumman developed the software applications that route data between radio and Local Area Network. The applications serve the integral function of connecting the Mobile Data Computers, Computer Aided Dispatch, and the PoliceWorks™ server. Unit-to-Unit message traffic is captured to a database for review and archival purposes. Northrop Grumman will provide all system administration, maintenance, and repair under this five-year maintenance contract, including four-hour response for critical problems in the system hardware, operating system, database, and application software on a 24-hour x 7-day basis.

PoliceWorks™ Server to CJIS Interface

Northrop Grumman developed the software applications that transfer electronic report data extracted from the PoliceWorks™ software directly into CJIS. The CJIS Monitor provides an application that allows APD staff to review and manipulate reports submitted through the interface. Northrop Grumman will provide all system administration, maintenance, and repair under this five-year maintenance contract, including four-hour response for critical problems in the system hardware, operating system, and application software on a 24-hour x 7-day basis.

ISIX Policeworks™ Interface

This component creates image files from PoliceWorks™ electronic field reports in for input into the Unisearch Imaging system. Northrop Grumman has worked on an informal basis to administer and monitor this system and coordinate technical issues between HTE-UCS, Inc. and Com². Northrop Grumman will provide all system administration, maintenance, and repair under this five-year maintenance contract, including four-hour response for critical problems in the system hardware, operating system, and HTE-UCS, Inc. software on a 24-hour x 7-day basis

CAD System Administrator

This section documents the responsibilities Northrop Grumman will assume under the ACRS Maintenance Contract for the CAD System Administrator

Northrop Grumman will provide one full time person to perform the duties of the CAD System Administrator as described later in this section. The CAD System Administrator will be on-site at City Hall East during normal business hours (08:00AM to 05:00PM) Monday through Friday and will provide 7 day/24hour with 4 hour response time corrective maintenance outside normal business hours.

Specific Northrop Grumman CAD System Administrator responsibilities are as follows:

- Northrop Grumman will provide on-site coverage during normal business hours, 08:00 AM to 05:00 PM, Monday through Friday.
- Northrop Grumman will provide 24x7 coverage, with four-hour response time emergency coverage for critical CAD System Administrator functions via nationwide pager outside of normal business hours.
- Schedule all system Backups.
- Monitor System Performance
- Adjust System parameters for optimal system performance.
- Monitor, supervise and audit the maintenance on all CAD Tables (i.e. Admin, StateX, Device, and GEOBase)
- Schedule Preventive Maintenance activities.
- Monitor System Security
- Audit Purge Book (a schedule and listing of all files to be routinely purged).
- Perform all CAD and System Software upgrades.
- Daily monitoring of all system processes and files.
- Daily walk-thru of APD and AFD Communications checking with supervisors for any problems.
- Monitor and take corrective action when required on problem logs keep by AFD and APD.
- Field Software maintenance on all Zone CAD Workstations.
- Monitor all CAD Interfaces

Other Subsystems

Stratus Hardware Maintenance

This service includes 24 x 7, four (4) hour response to failures of the Stratus server per Stratus' standard maintenance terms and conditions. This includes remote monitoring of the server by Stratus. This task applies separately to the Stratus provided for the **GeoBase System Upgrade**, and the **Airport Mobile Solution Mobile Data Gateway**.

Fire Mobile Maintenance

This task provides annual maintenance of the Data911 Mobile Computer mounts and wiring for the installations at the Airport Mobile Solution. This does not include warranty of the Data911 computers or any components of those computer systems. It does not include software or any damage by neglect or abuse.

System Administrator Services

This task provides a single System Administrator to serve both the **GeoBase system** and the **Airport Mobile Solution Mobile Data Gateway**.

Northrop Grumman will provide one full time person to perform the duties of the GeoServer System Administrator and the Fire Mobile Message Switch Administrator, as described later in this section. The GeoServer and Fire Message Switch Administrator will be on-site at City Hall East during normal business hours (08:00AM to 05:00PM) Monday through Friday and will provide 7 day/24hour with 4 hour response time corrective maintenance outside normal business hours.

Specific Northrop Grumman GeoServer and Fire Message Switch System Administrator responsibilities are as follows:

- Northrop Grumman will provide on-site coverage during normal business hours, 08:00 AM to 05:00 PM, Monday through Friday.
- Northrop Grumman will provide 24x7 coverage, with four-hour response time emergency coverage for critical CAD System Administrator functions via nationwide pager outside of normal business hours.
- Schedule all system Backups.
- Monitor System Performance
- Adjust System parameters for optimal system performance.
- Monitor, supervise and audit the maintenance on all GeoServer and Fire Message Switch functions
- Schedule Preventive Maintenance activities.
- Monitor System Security
- Audit Purge Book (a schedule and listing of all files to be routinely purged).
- Perform all System Software upgrades.
- Daily monitoring of all system processes and files.
- Daily walk-thru of APD and AFD Communications checking with supervisors for any problems.
- Monitor and take corrective action when required on problem logs kept by AFD and APD.
- Install, and Test quarterly map updates to the Geoserver
- Distribute quarterly map updates to Fire MDC, Power 911 Server, and all CAD Map Clients

Quarterly Map Updates

Once per calendar quarter, the City will provide Northrop Grumman with a new set of source data for the GeoBase system maps. Within 8 weeks of receipt of all of the source data, Northrop Grumman will provide and install (through the GeoBase System Administrator), an updated map. This is a priced option in the contract for the GeoBase System Upgrade for Installation of Phase II Wireless E911. This proposal includes four (4) updates for CY 2005.

Options

This section documents priced maintenance options not included in the base maintenance price. These options can only be exercised for the 2005 calendar year.

BOE 1 Dispatcher PC Replacement

This task includes the replacement of twenty-five (25) Dispatcher PCs including ColorGraphic 4-monitor video cards. (Monitors are not included). The PC will be installed, configured and tested.

City Responsibilities

This section documents Northrop Grumman's expectations for City responsibilities and support under this proposal for ACRS maintenance.

Facilities

- The City assumes facilities management of the renovated second floor of City Hall East, including interior walls, paint, ceiling tiles, heating and air conditioning and electricity.
- This proposal assumes that the City will continue to provide Northrop Grumman their current office space at City Hall East to house maintenance project equipment and our six (6) personnel at no cost. This enables the staff to be on-site and immediately available in the event of a system malfunction.
- The City will provide Northrop Grumman with the existing CAD System Administrators Office space as long as Northrop Grumman performs that function.

MDC

- The City will be responsible for the hardware repair on the Gateway 8500 Server used as the second PoliceWorks™ server.

CAD System Administrator

- BMIS/APD personnel will continue to provide system operators for the CAD servers and system. CAD Operator responsibilities include:
- Schedule and run all Reports
- Perform System Backups
- File Housekeeping - Purge all temporary administrative files (i.e.FFA, log, download, and system) per the purge book.
- Purge all CAD files for APD and AFD (i.e. Unit Histories, Incidents, Remarks, and CommIN) per the purge book.
- APD and AFD personnel will continue to provide data entry for the CAD servers and system:
- APD and AFD CAD Radio Tables
- CAD User ID's and Security
- Squad Activation
- Maintain Help Files
- Common Place file
- GEOBase file
- Alias Table

Quarterly Map Upgrades

The City is the continuing source for data used for quarterly updates of the GIS databases and maps for the Phase II wireless implementation. Data to be included in those updates must be available to Northrop Grumman at least eight (8) weeks before the delivery date. Any delays in data supplied to Northrop Grumman will result in similar delays in the delivery of the quarterly updates from GDR or may not be included.

The City is responsible for the accuracy and completeness of the data to be provided. Northrop Grumman highly recommends that the City start scrubbing their existing data immediately to prevent schedule slips and/or cost overruns during this proposed project. All information found to be in error on the source data will be returned to the city for correction. Achieving the schedule defined for this project requires that any data returned to the City for correction is corrected and is redelivered to Northrop Grumman within 10 days.

Enclosure A – Items Specifically Excluded from Maintenance Coverage

- Existing PCs outside the Communications Center / EOC with the exception of those connected to the EMBRS server located in AFD Fire stations and AFD Headquarters.
- Existing PCs not attached to CAD via serial connection.
- CHE Second Floor Redundant HVAC; Floor HVAC; heating; HVAC controls; wiring and plumbing; thermostats.
- CHE Second Floor Electrical Supply and Distribution.
- All radio subsystem components, to include:
 - ACRS radio equipment (prime site), including landline communications to tower sites.
 - ACRS radio equipment (tower sites)
 - ACRS towers and lights.
 - ACRS tower site buildings and grounds (site maintenance, heating and air conditioning, security).
 - ACRS radio end units (user radio sets)
 - Maintenance and operation of the radio and local area computer network with respect to the MDC's.
- Hardware repair of MDC laptops, vehicle mounts, and vehicle printers.
- Hardware repair of the Policeworks server, Gateway 8500.
- Intergraph's Diskshare software provided and installed by Com²
- Emergency Response and Repair responsibilities for radio backbone and radio end units.
- Emergency Response and Repair responsibilities for E-911 telephony, except as documented under "Specific Responsibilities," above.
- Acts of God.
- Fiber Optic links to City Hall South outside of the City Hall East facility.
- Equipment removed, serviced or altered by non-authorized personnel, City, City contractor or otherwise.
- Security System Consumable Badging Materials (swipe cards, laminate, consumable printer supplies).
- Printer consumable parts and supplies.
- Field Service for remote CAD workstations.
- Walls and painting, ceiling tiles, overhead facilities lights except EOC special lighting controls; carpet, raised flooring and floor tiles.

Enclosure B – Northrop Grumman Equipment (Hardware) Responsibilities

Listed below is a summary of the Equipment (hardware) that Northrop Grumman will maintain. As a part of the present maintenance contract, Northrop Grumman maintains an inventory of all of the hardware that is covered under maintenance. This list identifies the equipment by, among others, serial number and is continuously updated as changes are effected due to maintenance activities. Enclosure B-1 is a complete list of the hardware Northrop Grumman is responsible for at the onset of this maintenance contract. Northrop Grumman recently procured and is implementing a new inventory management system. This list will be updated during Q-1 of 2005 and provided as Enclosure B-1.

CAD

- 110 workstations (Dell GX-110) located in APD Communications, AFD Communications, and APD Training
- 2 HP-3000/929, consoles, and line printer
- 1 ICIS Server (Dell 4400)
- 4 Interface Workstations (GCIC, SIMS, CJIS, & Message Switch)
- Master Clock (NetClock/2)
- Networking hardware (6 CISCO 2924M-XL Ethernet switches) and cabling

DISPATCH EOC

- 10 AudioLog digital voice logging recorders (320 channels).
- 4 reproducer workstations
- Networking hardware (2 Linksys ethernet switches)
- All audio/video equipment located in the EOC equipment Room and at the control console.
- 10 Remote Monitors

FACILITIES

- Security System 3 workstations
- Badge printer & video camera
- 9 controllers and associated hardware (i.e. card readers, keypads, magnetic door locks, etc.)
- 18 Zetron Instant Recall Recorders, model 3022
- Master Clock (NetClock/2) to include 2 Wall Clocks (model 8176) and 2 Network Time Servers (COBOX-NTP-E1)

FIRE RMS

- 40 workstations (Dell GX100) without monitors located at AFD Fire Stations (EMBRs)
- 50 workstations without monitors located at AFD Headquarters (Extended EMBRS)
- 1 Dell 6400 Server (Exchange, Hydrant DB/WEB Application, & IIS)
- 1 Dell 4400 Server (EMBRs)

MDC

- 1 Message Switch Workstation
- 1 Interface Workstation for PW CJIS
- 1 Policeworks Image Workstation
- 1 Policeworks Message Switch database Server
- 1 Tier III Server (MDC Message DB)

GeoBase Server

- 1 Stratus ft3300 Server
- GeoBase Software (PSSI)

- Interface to CJIS (provided by the city)
- Electronic Map Quarterly Maintenance Updates

PSSI Message Switch

- 1 Stratus ft300 Server
- Message Switch Software (PSSI)

Exhibit B

INSURANCE/BONDING REQUIREMENTS

Citywide Radio Maintenance Services

12/19/01

A. General Preamble

The following general requirements apply to any and all work under this contract. Compliance is required by all Contractors and Sub-contractors of any tier. Insurance/Bonding requirements are based on information received as of date of contract execution. **The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.**

1. Evidence of Insurance Required Before Work Begins

No Contractor or Sub-contractor shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this contract shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. **The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

2. Minimum Financial Security Requirements

Any and all companies providing insurance required by this contract must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this contract must have a current:

- i) Best's Rating not less than A- and current
- ii) Best's Financial Size Category not less than Class IX.
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

12/19/01

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the Contractor who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the Contractor to furnish, deliver and maintain such insurance or bonds as herein provided, this contract, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain any required insurance or bonds shall not relieve the Contractor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this contract and to negotiate such adjustments as reasonable appear necessary.

4. Mandatory 30-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30 days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract.

5. City of Atlanta as Additional Insured

The City of Atlanta shall be covered as Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Acord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-contractor Compliance

Contractor shall incorporate a copy of these Insurance, Bond and Hold Harmless requirements in each and every contract with each and every Sub-contractor of any tier,

and shall require each and every Sub-contractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Sub-contractor fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by Contractor at Contractor's expense.

7. Authorization and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident

Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

C. General Liability Insurance

The contractor shall procure and maintain General Liability Insurance in an amount not less than \$2,000,000 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

1. Comprehensive Form
2. Contractual Insurance - (Blanket or specific applicable to this contract)
3. Personal Injury
4. Broad Form Property Damage
5. Premises - Operations

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the Contractor does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the contractor's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.

Exhibit C

to

Northrop Grumman Proposal for Additional ACRS Maintenance,

Years 2002 through 2006

August 17, 2001

Revised October 18, 2003

Minority and Women Owned Business Utilization Plan

Northrop Grumman Equal Business Opportunity Policy

Northrop Grumman is committed to active involvement in strong socioeconomic programs. Northrop Grumman voluntarily implemented a socioeconomic program as far back as 1971 and has over the years assiduously worked to increase subcontracting opportunities for Minority-owned Business Enterprise/Women -owned Business Enterprises (MBE/WBEs). Policies and procedures have been developed which formalize a program and provide the necessary guidance to our procurement personnel. A review of our records will reveal that Northrop Grumman procurements from MBE/WBEs have consistently exceeded industry averages each year, which is a direct result of our efforts to expand the utilization of MBE/WBE firms.

Northrop Grumman makes every effort to contact (1) trade associations (2) business development organizations and (3) conferences and trade fairs to locate MBE/WBEs. Northrop Grumman participates in numerous small and small disadvantaged business trade fairs each year to identify new MBE/WBEs. This information is disseminated by the Small Business Office (SBO) and through the use of subcontract and technical division advocates. Technical personnel listings, descriptive data, brochures, and other information are available in the (SBO).

Equal Business Opportunity Plan

Northrop Grumman's project organization and work plan for this maintenance work anticipates a staff of six (6) personnel as well as numerous purchase orders for services and materials. The staff is comprised of four (4) Northrop Grumman employees and two (2) contract labor engineering support personnel, one to support the Extended EMBRS subsystem and one as a Systems Administrator. Northrop Grumman has engaged the firm TDC Systems Integration to provide these personnel. TDC Systems Integration is an African American Business Enterprise certified by the City of Atlanta. In total, Northrop Grumman's work force is 33.3% MBE.

The purchased services and materials (aside from the contract labor engineers) that are required for this contract include the following:

	<u>Service/Material</u>	<u>Provider</u>
1.	CAD Software Maintenance - Client and Server	Public Safety Systems Inc
2.	Software Maintenance - PoliceWorks	HTE-UCS
3.	Software Maintenance - Interface Software	Innovation Solution Builders
4.	Database Software Maintenance - CAD Server	Adager
5.	CAD Hardware - CAD Server, Hardware Maint.	Hewlett Packard
6.	Hardware/Software Maintenance - Digital Logging Recorders	Milner Voice and Data
7.	Security Access System Hardware/Software Maintenance	Johnson Controls
8.	EOC A/V Hardware/Software Maintenance	TBD
9.	Spare Parts	Uniglobe Technologies, Inc. (MBE)

The first four items listed above are each proprietary software items. Software maintenance and technical support is available only from the author/owner of the software. Accordingly, Northrop Grumman has no discretion as to where to obtain the required support. Items 5 and 6 are hardware, but as with the software, support is available only from the manufacturer, or the manufacturer's designated service firm. Northrop Grumman has sought, and continues to seek a firm other than Johnson Controls that can perform the work associated with item 7.

As a consequence of the 'non-discretionary' nature of most of the required services and materials, Northrop Grumman is limited in its abilities to employ MBE/WBE firms. Given the thus far unsuccessful attempts to locate an alternative to Johnson Controls for Item 7, only items 7 through 9 are 'discretionary' in that Northrop Grumman has choices as to who might perform the work. Northrop Grumman has made every effort to secure an MBE/WBE firm to perform the discretionary work. The table above identifies the firms that have been secured to perform the work and those that are MBE/WBE are designated as such. Each of the MBE/WBE firms are further identified below.

	<u>Firm</u>	<u>Principal(s)</u>
1.	TDC Systems Integration 2875 Springhill Pkwy Smyrna, GA 30080 Phone 770-805-9300 Cert # 2001-C34	Mr. Antonio Dozier
2.	Uniglobe Technologies, Inc. 6500 McDonough Drive Suite C-15 Norcross, GA 30093 Phone 678-533-5555	Mr. Sulaman Sayani

Northrop Grumman's overall MBE/WBE participation on this work is 13.3% of cost. This percentage however, takes into account both the work where Northrop Grumman has some discretion as to whom to contract with for support and the non-discretionary work, where Northrop Grumman has no choice as to who must provide the support. Unfortunately, the non-discretionary work contains no MBE/WBE content.

When one considers the MBE/WBE participation as a percentage of the work content over which Northrop Grumman has any control, the discretionary work, the MBE/WBE content is 51.6% of discretionary cost. Northrop Grumman is proud to make this contribution to the City's MBE/WBE program as a part of the next five years of ACRS maintenance and remains committed to improving its MBE/WBE participation at every opportunity. Northrop Grumman sincerely hopes the City can recognize the efforts made by Northrop Grumman to achieve the MBE/WBE participation level of over 51% on that portion of the work where Northrop Grumman has a choice.

RCS# 6370
1/03/05
2:00 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 2-15

ADOPT

YEAS: 10
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 6
EXCUSED: 0
ABSENT 0

Y Smith	NV Archibong	Y Moore	NV Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT I

04-2245
(Do Not Write Above This Line)

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING RENEWAL
AGREEMENT NUMBER 4 WITH NORTHROP
GRUMMAN COMMERCIAL SYSTEMS, INC.,
FOR THE CITY OF ATLANTA'S CITYWIDE
RADIO SYSTEM MAINTENANCE AGREEMENT
FOR A PERIOD OF ONE (1) YEAR IN THE
AMOUNT OF \$2,450,309 WITH THE OPTION
TO RENEW SAID AGREEMENT FOR ONE
(1) ADDITIONAL YEAR WITH FIRM,
(2) FIXED RATES ANNUALLY;
ALL COST TO BE PAID FROM THE
APPROPRIATE FUND, ACCOUNT AND
CENTER NUMBERS 1A01-523001-T51013
(SERVICE, REPAIR AND MAINTENANCE-
NON-DEPARTMENTAL ACCOUNT),
2H21-523001-R2E01219999 (AVIATION-SERVICE,
REPAIR AND MAINTENANCE-MIS
ACCOUNT), 2J01-523001-Q64001
(WATERSHED-SERVICE, REPAIR AND
MAINTENANCE-PLANT MAINTENANCE
ACCOUNT), 2J01-523001-Q30001
(WATERSHED-SERVICE, REPAIR AND
MAINTENANCE-TREATMENT
COLLECTION ACCOUNT), 2P01-523001-T31001
(SOLID WASTE-SERVICE, REPAIR AND
MAINTENANCE-UNALLOCATED ACCOUNT),
3P02-523001-D45K01109999 (TRUST-SERVICE,
REPAIR AND MAINTENANCE-RESTRICTED RESERVE
E-911 ACCOUNT) AND 3P02-524001-D45K01109999
(TRUST CONSULTANT/E-911-RESTRICTED
RESERVE ACCOUNT) IN AMOUNTS PROVIDED
HEREIN; AND FOR OTHER PURPOSES.

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred **ADOPTED BY**

Referred To: JAN 03 2005

Date Referred

Referred To: **COUNCIL**

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

FIN Committee **Adopted**
Date **12-15-01**
Chair **William Starnes**
Action
Fav, Adv, Hold (see rev. side)
Other
Members
Mayor Mulvey
Chair Mulvey
Chair G. Moore
Head Starnes

Refer To

Committee _____
Date _____
Chair _____
Action
Fav, Adv, Hold (see rev. side)
Other
Members
Refer To

Committee _____
Date _____
Chair _____
Action
Fav, Adv, Hold (see rev. side)
Other
Members
Refer To

Committee _____
Date _____
Chair _____
Action
Fav, Adv, Hold (see rev. side)
Other
Members
Refer To

FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

JAN 03 2005

CERTIFIED

JAN 03 2005

Richard D. Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

Paul J. Smith
JAN 10 2005

MAYOR